

Attachment 2 Contract Amendment PMC

**AMENDMENT CONTRACT # 1 TO
CONTRACT FOR SPECIAL SERVICES BY PACIFIC MUNICIPAL CONSULTANTS FOR EIR
PREPARATION FOR
BOB JONES BIKE PATH - SLO TO ONTARIO ROAD PROJECT
ED09-129**

THIS CONTRACT is made and entered into on this _____ day of _____, 20____, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California [hereafter "County"], through its Environmental Coordinator [hereafter "Coordinator"] and Pacific Municipal Consultants, a California Corporation [hereafter "Consultant"].

WITNESSETH:

WHEREAS, on January 26, 2010, the Consultant and County entered into the Original Contract to prepare an Environmental Impact Report [hereinafter "EIR"] for the proposed project identified as Bob Jones Bike Path – SLO to Ontario Road Project ED09-12 [hereinafter "proposed project"]; and

WHEREAS, it has been determined that additional work outside of the Original Contract has been determined necessary, as follows: 1) additional development of project alternatives including engineering and technical studies; 2) recirculation of the alternatives section of the Draft EIR; 3) additional preparation of responses to comments; and 4) additional meetings with County and other agencies. The additional work shall be completed based on an updated scope of work, which is reflected in Exhibit C attached hereto and incorporated herein by reference, in addition to the work completed for the Original Agreement, as reflected in the Original Contract; and

WHEREAS, Consultant is specially trained, experienced, expert and competent to perform such services; and

WHEREAS, the County and the Consultant desire to make certain amendments to certain terms and conditions of the Original Agreement, while otherwise continuing the other terms and conditions of the Original Agreement in full force and effect.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

Attachment 2 Contract Amendment PMC

1. Subsection A of, entitled "**A. DUTIES OF THE CONSULTANT**," of Section I of the Original Agreement, entitled "**I. PREPARING THE EIR**," shall be revised and replaced in its entirety to read as follows (*the strikeout and underline features are used to show changes from the Original Agreement*):

A. DUTIES OF THE CONSULTANT.

5. The Consultant shall submit the following documents in multiple copies in phases as described below: (1) a Draft Project Description and detailed EIR outline, (2) an Administrative Draft EIR, (3) a Draft EIR, (4) a Draft Expanded Alternatives Project Description, (5) an Administrative Revised Draft EIR, (6) a Revised Draft EIR (74) an Administrative Final EIR and (85) a Final EIR. Consultant agrees to prepare the documents in compliance with the provisions of CEQA, the Guidelines, and Exhibits B and C.

a. The Draft Project Description and EIR Outline. At the initial kick-off meeting, the Coordinator will provide Consultant with a preliminary project description. Within fifteen (15) working days following the initial kick-off meeting, Consultant shall submit four (4) hard copies and one (1) electronic copy in Word format of the draft EIR project description and EIR outline to the Coordinator for review and approval. The Coordinator must approve the draft EIR project description and EIR outline for this phase to be complete. After the Coordinator approves the draft project description and EIR outline, the Consultant may rely on it as a basis for the environmental impact analysis. It is understood that the project description may be further refined from time to time as the EIR study progresses. Any significant changes made to the approved project description may require additional analysis within completed sections of the EIR. The Consultant shall notify the Coordinator of such changes that will result in additional costs. Before incurring additional costs, Consultant shall submit an amended proposal to Coordinator. The Coordinator will advise Consultant whether to continue. The phase has been completed.

b. The Administrative Draft EIR. The administrative draft EIR is an internal agency document and shall be transmitted only to the Environmental Coordinator, who then may provide it to agencies as needed. Consultant shall not release any part of the administrative draft EIR to the Applicant or other agencies without advance direction.

Attachment 2 Contract Amendment PMC

from the Coordinator. Twelve (12) weeks after the Coordinator approves the draft project description and EIR outline, Consultant shall submit four (4) unbound copies (3-hole drilled) in 3-ring binders and an electronic copy (in Word format) of an administrative draft EIR (including summary, supporting documentation and appendices) to the Coordinator for agency and staff review and comment. Ten (10) working days after the Coordinator submits comments to the Consultant, Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative draft EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative draft EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative draft EIR, this phase is complete. The phase has been completed.

c. The Draft EIR. The Consultant has twenty (20) working days from Coordinator's approval of the administrative draft EIR to provide the draft EIR, ready for public review. The Consultant shall provide the County with one (1) camera-ready two-sided copy; five (5) unbound copies (3-hole drilled) of the full Draft EIR (including summary, supporting documentation and appendices); (40) bound copies of the draft EIR and Mitigation Monitoring Plan in the requested EIR Summary format with accompany CDs; one (1) CD in original format; and one (1) CD in an HTML or searchable PDF format for website use. The MMP is included in the appendices. Also, the draft EIR using an HTML, PDF, or other similar format, shall be divided into chapters so text and graphics can be easily used/placed on the county's web site for quick downloads. The Coordinator must approve the draft EIR for this phase to be complete. The phase has been completed.

d. Draft Expanded Alternatives Project Description. Within fifteen (15) working days following the approval of this contract amendment, Consultant shall submit four (4) hard copies and one (1) electronic copy in Word format of the draft Expanded Alternatives Project Description to the Coordinator for review and approval. The Coordinator must approve the Draft Expanded Alternatives Project Description for this phase to be complete.

Attachment 2 Contract Amendment PMC

e. Administrative Revised Draft EIR. Fourteen (14) weeks after the Coordinator approves the draft Expanded Alternatives Project Description, Consultant shall submit three (3) copies and an electronic copy (in Word format) of an Administrative Revised Draft EIR to the Coordinator for agency and staff review and comment. The Administrative Revised Draft EIR shall include only those sections of the Draft EIR that have been revised and will be recirculated for public review. The Administrative Revised Draft EIR is an internal agency document and shall be transmitted only to the Environmental Coordinator, who then may provide it to agencies as needed. Consultant shall not release any part of the administrative draft EIR without advance direction from the Coordinator. Ten (10) working days after the Coordinator submits comments to the Consultant, Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The Administrative Revised Draft EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete Administrative Revised Draft EIR. When the Coordinator notifies Consultant that the Coordinator has approved the Administrative Revised Draft EIR, this phase is complete.

f. Revised Draft EIR. The Consultant has ten (10) working days from Coordinator's approval of the Administrative Revised Draft EIR to provide the Revised Draft EIR, ready for public review. The Consultant shall provide the County with one (1) camera-ready two-sided copy; one (1) CD in original format; and one (1) CD in an HTML or searchable PDF format for website use. Also, the Revised Draft EIR using an HTML, PDF, or other similar format, shall be divided into chapters so text and graphics can be easily used/placed on the county's web site for quick downloads. The Coordinator must approve the Revised Draft EIR for this phase to be complete.

gd. The Administrative Final EIR. After the comments described in CEQA and the Guidelines, sections 15086, 15087, and 15088.5, have been collected by the Coordinator, the Coordinator shall transmit these comments to the Consultant. The Consultant shall prepare written responses to these comments in accordance with CEQA and the Guidelines, sections 15088 and 15088.5. Within twenty (20) working days of receipt of these comments, the Consultant shall provide the County with four (4)

Attachment 2 Contract Amendment PMC

unbound copies (3-hole drilled) of the administrative final EIR with appendices for the Coordinator's review, comment and approval. The Coordinator will submit comments to the Consultant. Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative final EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative final EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative final EIR, this phase is complete.

he. The Final EIR. After the Coordinator approves the administrative final EIR, the Consultant shall, within ten (10) working days, provide the Coordinator with fifty (50) bound copies of the Final EIR and appendices in the requested EIR Summary format with accompanying CDs; five (5) unbound copies of the full Final EIR (including summary, supporting documentation and appendices) 3-hole drilled and two-sided in a three-ring binder; one (1) CD in original format; and one (1) CD in an HTML or searchable PDF format for website use. The MMP is included in the appendices. Textual information shall be in Word format (as directed by county); spreadsheets and/or databases shall be in Excel format or other format acceptable to county. Computer spreadsheets and graphics generated for use in the EIR shall be formatted to be easily used as part of the County's ArcView geographic information system as follows:

Any geographic information electronically mapped as part of this project shall be provided as a .SHP file, a format compatible with ESRI's ArcView GIS software program, and shall be registered to the California State Plane NAD 83, Zone 5 coordinate system, units in feet. A .PRJ file shall be included reflecting this coordinate system.

All .SHP files submitted shall include sufficient metadata compatible with the ArcCatalog .XML format. This metadata shall include at minimum the following:

- An abstract containing a brief narrative summary of the data set including levels of accuracy and methods of data capture.
- Brief descriptions of each mapping unit and its defining characteristics for this county project
- Purpose for creating the data with a summary of the intentions with which the data set was developed
- Citation including the name of the organization and/or individual that developed the dataset
- Maintenance requirements noting the frequency with which changes (if any are necessary) are made to the data set after the initial data set is completed
- Theme key words associated with the data set
- Contact information for the creator of the data set and for the creator of the metadata
- Date the data was published

Descriptive text, thoroughly defining all features within each mapped data set, shall be incorporated into the data attribute tables. If codes or abbreviations were used for data attributes then a .LYR or other document explaining the codes shall be included. Map symbology shall be provided in a .LYR file which the County can import into any subsequent maps if desired.

Attachment 2 Contract Amendment PMC

When the Coordinator notifies Consultant that Coordinator has approved the final EIR, this phase is complete.

2. Subsection C of, entitled "**C. PAYMENT**," of Section I of the Original Agreement, entitled "**I. PREPARING THE EIR**," shall be revised and replaced in its entirety to read as follows *(the **strikeout and underline features are used to show changes from the Original Agreement**)*:

C. PAYMENT.

1. County's Maximum Cost of the EIR. The Contract for the preparation of the EIR is a lump sum Contract. It is not a time and materials Contract. The County will pay the Consultant ~~a maximum~~ an original contract amount of eighty nine thousand two hundred ninety dollars (\$89,290) for a Coordinator-approved, final EIR. The County will pay the Consultant an additional amount of twenty-two thousand dollars (\$22,000) for a Revised Draft EIR (hereinafter referred to as "the additional EIR amount"). The total payment for a Coordinator-approved, final EIR including both the original contract amount and the additional revised Draft EIR will be one hundred eleven thousand two hundred ninety dollars (\$111,290) (hereinafter referred to as "the maximum EIR amount"). The County will pay Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the Coordinator and approval of such products by the Coordinator.

2. Time of payment. At the request of the Coordinator, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to access and copy the records to verify all work performed on the Contract to date. The County's right to inspect and copy records is in addition to the legal rights and liabilities of the parties pursuant to an audit described in paragraph V.M.

a. ~~Consultant will be~~ has been paid ~~twenty percent (20%) of the maximum amount in paragraph I.C.1. above,~~ seventeen thousand eight hundred fifty eight dollars (\$17,858), ~~within thirty (30) days after the Coordinator receives a correct invoice, and~~

Attachment 2 Contract Amendment PMC

~~receives and approves two (2) copies of for the draft project description and EIR outline. If the Contract is terminated before the Consultant expends twenty percent (20%) of the maximum contract price in billable items, the County is entitled to a refund of the difference between the twenty percent (20%) down payment and an itemized billing amount for the work to termination date based on the rates and schedules in Exhibit B.~~

b. ~~Consultant will be~~ has been paid forty percent (40%) of the maximum amount in paragraph I.C.1. above, thirty five thousand seven hundred sixteen dollars (\$35,716), ~~within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of for the administrative draft EIR.~~

c. ~~Consultant will be~~ has been paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, seventeen thousand eight hundred fifty eight dollars (\$17,858), ~~within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of for the draft EIR.~~

d. Consultant will be paid twenty percent (20%) of the additional EIR amount in paragraph I.C.1. above, four thousand four hundred dollars (\$4,400), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves two (2) copies of the draft Expanded Alternatives Project Description.

e. Consultant will be paid forty percent (40%) of the additional EIR amount in paragraph I.C.1. above, eight thousand eight hundred sixteen dollars (\$8,800), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of the Administrative Revised Draft EIR.

f. Consultant will be paid twenty percent (20%) of the additional EIR amount in paragraph I.C.1. above, four thousand four hundred dollars (\$4,400), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of the Revised Draft EIR.

g. Consultant will be paid twenty percent (20%) of the maximum EIR amount in paragraph I.C.1. above, ~~seventeen thousand eight hundred fifty eight dollars (\$17,858)~~ twenty two thousand two hundred fifty eight (\$22,258), within thirty (30) days

Attachment 2 Contract Amendment PMC

after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of the final EIR.

3. Section II of the Original Agreement, entitled "**II. PROJECT MEETINGS AND PUBLIC HEARINGS**" shall be revised and replaced in its entirety to read as follows *(the ~~strikeout~~ and underline features are used to show changes from the Original Agreement)*:

II. PROJECT MEETINGS AND PUBLIC HEARINGS

This section of the Contract, Section II, "Project Meetings and Public Hearings," is an option to be exercised solely at the discretion of the Coordinator.

A. NUMBER OF MEETINGS AND HEARINGS.

At the Coordinator's request, Consultant will send appropriate representatives to one (1) kick-off meeting, three six (36) County and/or Agency meetings, and three (3) public hearings.

B. PAYMENT CALCULATIONS.

1. Attendance at project meetings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the project staff meetings. The Consultant shall submit an itemized billing for each meeting attended. For preparation and attendance at such meetings, Consultant's staff will be paid at the following hourly rates: Principal Director – one hundred ninety dollars (\$190); Project Manager – one hundred thirty dollars (\$130). The total maximum for preparation, attendance and participation of all of Consultant's representatives in all meetings on the project and appeal, if any, is ~~three thousand eight hundred fifty~~ nine thousand eight hundred fifty dollars (\$3,8509,850). This is in addition to the amount stated in paragraph I.C.1. above.

2. Attendance at hearings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the public hearings. The Consultant shall submit an itemized billing for each public hearing attended. For preparation and attendance at such hearings, Consultant's staff will be paid at the following hourly rates: Principal Director – one hundred ninety dollars (\$190); Project Manager – one hundred thirty dollars (\$130). The total maximum for preparation,

Attachment 2 Contract Amendment PMC

attendance and participation of all of Consultant's representatives in all (up to 3) public hearings on the project and appeal, if any, is two thousand nine hundred sixty dollars (\$2,960). This is in addition to the amount stated in paragraph I.C.1. and II.B.1 above.

3. Adjustments. In order to accommodate meeting and hearing adjustments, the Coordinator has the authority to adjust funding between and within paragraphs II.B.1 through II.B.2 above.

4. Section IV of the Original Agreement, entitled "IV. OPTIONAL TASKS" shall be revised and replaced in its entirety to read as follows *(the ~~strikeout~~ and underline features are used to show changes from the Original Agreement)*:

IV. OPTIONAL TASKS

This section of the contract, Section IV, "Optional Tasks," is an option to be exercised solely at the discretion of the Coordinator. In order to accommodate task adjustments, the Coordinator has the authority to adjust funding between and within paragraphs IV.B.1 through IV.B.6 below.

A. DUTIES FOR OPTIONAL TASKS.

At the Coordinator's request, Consultant shall undertake the tasks described in Optional item section of Exhibit B and Exhibit C. The specific task shall be undertaken by Consultant only upon the prior written authorization of the Coordinator.

B. PAYMENT FOR OPTIONAL TASKS.

County shall pay Consultant on a time and materials basis for Optional Tasks, up to a total maximum amount of ~~five thousand three hundred ninety~~ fifty seven thousand six hundred forty dollars (\$~~5,390~~57,640) for the successful completion of these tasks. This is in addition to the amount stated in paragraphs I.C.1., II.B.1, II.B.2 and III.B. above. Consultant will submit an itemized statement. The payment for Optional Tasks will be as follows:

1. Preparation of the Notice of Preparation (NOP) – Consultant has been paid one thousand nine hundred dollars (\$1,900) for preparation of the NOP. Payment will be due thirty (30) days after approval of the NOP and receipt of Consultant's correct

Attachment 2 Contract Amendment PMC

~~invoice. The total maximum for preparation of the NOP is two thousand nine hundred dollars (\$1,900).~~

2. Preparation for and attendance at Notice of Preparation (NOP) public meeting –
Consultant has been paid seven hundred eighty dollars (\$780) for .~~Payment will be due thirty (30) days attendance at NOP public meeting and receipt of Consultant's correct invoice. The total maximum for preparation for and attendance at Notice of Preparation public meeting is seven hundred eighty dollars (\$780).~~

3. Distribution of Draft and Final EIRs Document Printing– two thousand seven hundred ten dollars (\$2,710). Consultant shall ~~assist staff with distribution and mail out of~~ provide printed copies of the Revised Draft EIR and Final EIRs (beyond the number of copies as provided for in I.A.5.h) as necessary. Payment will be due thirty (30) days after receipt of Consultant's correct invoice. The total maximum for ~~distribution and mail out of printing Revised Draft and additional~~ Final EIRs is two thousand seven hundred ten dollars (\$2,710).

4. Questa Engineering – thirty nine thousand nine hundred thirty dollars (\$39,930).
The total maximum of thirty nine thousand nine hundred thirty dollars (\$39,930) shall be paid, at the option of the Coordinator, for additional engineering support services and analysis performed by Questa Engineering for the development of additional alternatives per Exhibit C.

5. SWCA – six thousand fifty dollars (\$6,050). The total maximum of six thousand fifty dollars (\$6,050) shall be paid, at the option of the Coordinator, for a biological resource assessment (BRA) prepared by SWCA to evaluate the effects of the revised alternatives per Exhibit C.

6. Far Western – six thousand two hundred seventy dollars (\$6,270). The total maximum of six thousand two hundred seventy dollars (\$6,270) shall be paid, at the option of the Coordinator, for an Archaeological Survey Report prepared by Far Western per Exhibit C.

All other provisions of the Original Contract not specifically altered herein remain in full force and effect and are incorporated herein by reference.

Attachment 2 Contract Amendment PMC

CONSULTANT

PACIFIC MUNICIPAL CONSULTANTS
A California Corporation

By: _____

PHILIP O. CARTER, President

4-9-14

Date

By: _____

JENNIFER LEBOEUF, Secretary

4-9-14

Date

COUNTY OF SAN LUIS OBISPO

By: _____

Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____

Deputy County Counsel

Dated: _____

4/10/14